



United States Government Accountability Office
Washington, DC 20548

Decision

Matter of: Summit Group, LLC

File: B-412499

Date: March 3, 2016

Michael Johnson, Summit Group, LLC, for the protester.
Fadette Berthold, Esq., and Wade L. Brown, Esq., Department of the Army, for the agency.
Katherine I. Riback, Esq., and Jonathan L. Kang, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging a contracting agency's evaluation of the protester's proposal and exclusion of the proposal from the competitive range is denied where the agency's evaluation and competitive range determination were reasonable and in accordance with the solicitation criteria.

DECISION

Summit Group, Inc., of Tacoma, Washington, protests the exclusion of its protest from the competitive range by the Department of the Army, Army Material Command, under request for proposals (RFP) No. W911QY-15-R-0006 for integrated commercial intrusion detection systems.¹ Summit argues that the agency improperly evaluated its technical proposal resulting in its improper exclusion from the competitive range.

We deny the protest.

¹ Integrated commercial intrusion detection systems provide detection capabilities for Installation Commanders to protect government assets and information. RFP at 131.

BACKGROUND

On March 13, 2015, the Army published the RFP, which contemplated the award of a fixed-price, indefinite-delivery, indefinite-quantity contract with a 2-year base period and four 1-year options, as well as a potential 6-month extension to the final optional ordering period in accordance with Federal Acquisition Regulation (FAR) clause 52.217-8. RFP at 151. The solicitation provided for award on a best-value basis and established the following three evaluation factors, which were listed in descending order of importance: (1) technical, (2) price, and (3) past performance. The technical factor included five subfactors: system design (subfactor 1.1), system installation (subfactor 1.2), system demonstration (subfactor 1.3), system supportability (subfactor 1.4), and management of resources (subfactor 1.5). Id. at 206. The non-price factors, when combined, were more important than price. Id. at 215.

The solicitation provided that an unacceptable rating under the technical factor would render a proposal unacceptable, and that an unacceptable rating under one of the five technical subfactors could result in an unacceptable rating for that factor. Id. at 214. Relevant to this protest, the management of resources subfactor of the technical evaluation factor required offerors to submit a list of seven key personnel positions, including that of the information assurance (IA) manager, and stated that key personnel are “considered to be critical to the successful performance of this contract.” Id. at 162. The solicitation also stated the following regarding proposed key personnel:

1.5.2. The Offeror shall submit listing of proposed Key Personnel, see Section H, paragraph 15. For each Key Personnel, describe certifications, accreditations and pertinent work experience related to this effort. The Offeror shall include experience in execution of tasks for multiple and diverse organizations and discuss rationale for proposing Key Personnel. Submissions shall contain (LIMIT: TWO PAGES PER INDIVIDUAL):

NAME

PROPOSED ROLE/POSITION

SECURITY CLEARANCE AND DATE GRANTED

APPLICABLE ACCREDITATIONS AND CERTIFICATIONS

PERTINENT EXPERIENCE

Id. at 218. The RFP further explained that the “standard” for evaluating offerors’ proposed key personnel was as follows: “STANDARD: The Offeror proposed qualified and key personnel to ensure program efficiency and continuity.” Id.

Regarding the IA manager key personnel position, the RFP stated the following:

For Information Assurance (IA)/Information Technology (IT)
Certification

Per DoD 8570.01-M , DFARS 252.239-7001 and AR 25-2, the Contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. IA Workforce employees shall be certified IAT Level I and IA Managers shall be certified IAT Level II in accordance with DoD 8570.01-M, Appendix 3 and Table AP3.T2 DoD Approved Baseline Certifications as shown at:
<http://iase.disa.mil/iawip/Pages/iabaseline.aspx>.

Id. at 147.

The Army received three proposals. After performing an initial evaluation the agency established a competitive range consisting of all three proposals. Agency Report (AR) at 4; AR, Tab 8, Initial Competitive Range Determination.

Summit’s proposal, while included in the initial competitive range, was rated unacceptable under the technical factor.² AR, Tab 8, Initial Competitive Range Determination, at 6. Summit’s proposal received four deficiencies under the technical factor, including, as relevant here, that its proposed IA manager did not meet the certification requirements. Id.

The Army held discussions with offerors in the competitive range. During discussions, Summit was provided the following question regarding the certification requirements of its IA manager:

How will your firm comply with the RFP IA Manager certification requirement? What recent IA experience does your firm’s proposed IA Manager have that reduces Government risk in this area?

² The Army evaluated offerors’ proposals under each of the five subfactors and assigned significant strengths, strengths, deficiencies, significant weaknesses, weaknesses and uncertainties. RFP at 222-223. The agency assigned an adjectival rating for each technical subfactor of outstanding, good, acceptable, marginal, or unacceptable, which was then rolled up to an overall technical rating. Id. at 221-222.

AR, Tab 11b, Summit Evaluation Notice, at 1.

Summit proposed a new individual for the IA manager position in its revised proposal. AR, Tab 12a, Summit Revised Proposal (Technical Volume), at 100. Summit, however, also listed a different individual for the IA manager position in a chart of its proposed Organizational Structure. Id. at 65.

The Army evaluated Summit's revised proposal and concluded that it remained unacceptable under the technical factor. AR, Tab 10, Interim Proposal Evaluation Report, at 39. The agency stated that Summit's proposal "retain[ed] one [d]eficiency related to their continued failure to meet the certification requirements of the Information Assurance (IA) Manager." AR, Tab 15, Interim Competitive Range Determination, at 8-9. The agency found that the resume for the new individual proposed by Summit for the IA manager position "still does not reflect all of the required certifications." AR, Tab 10, Interim Proposal Evaluation Report, at 52 (citing Tab 12a, Summit Revised Proposal (Technical Volume), at 100). The agency further noted that Summit's proposal did not provide a "plan or approach to meet the requirement that 'Contractor employees supporting IA/IT functions shall be appropriately certified upon contract award.'" Id.

The Army also assessed Summit's technical proposal a significant weakness because its revised technical proposal included the resume for one individual for the IA manager position (employed by its principal subcontractor), but also listed a different individual for this same position in an organizational chart. AR, Tab 17, Interim Technical Evaluation Roll-Up, at 4 (citing Tab 12a, Summit Revised Proposal (Technical Volume), at 65,100). Based on its evaluation of Summit's proposal as technically unacceptable, the Army excluded its proposal from the competitive range. Id. at 8. This protest to our Office followed.

DISCUSSION

Summit contends that the Army unreasonably found its proposal technically unacceptable on the basis that its proposed IA manager did not meet the solicitation's certification requirements. The protester argues that the solicitation required the IA manager to be certified "upon award," and that the agency improperly excluded its proposal from the competitive range based on its failure to prove that its IA manager could be certified prior to award. For the reasons explained below, we conclude that the agency's evaluation of the protester's proposal was reasonable and that the agency therefore reasonably excluded Summit's proposal from the second competitive range.³

³ Because we find that the agency reasonably evaluated Summit's proposal as unacceptable under the management of resources subfactor of the technical

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The determination of whether a proposal is in the competitive range is principally a matter within the reasonable exercise of discretion of the procuring agency. Foster-Miller, Inc., B-296194.4, B-296194.5, Aug. 31, 2005, 2005 CPD ¶ 171 at 6. Accordingly, in reviewing an agency's evaluation of proposals and subsequent competitive range determination, we will not evaluate the proposals anew in order to make our own determination as to their acceptability or relative merits; rather, we will examine the record to determine whether the documented evaluation was fair, reasonable, and consistent with the evaluation criteria. Ervin & Assocs., Inc., B-280993, Dec. 17, 1998, 98-2 CPD ¶ 151 at 3. To the extent a dispute exists as to the meaning of a particular solicitation provision, our Office will resolve the matter by reading the solicitation as a whole and in a manner that gives effect to all of its provisions; to be reasonable, an interpretation must be consistent with such a reading. Kevcon, Inc., B-406024.3, June 18, 2012, 2012 CPD ¶ 221 at 3.

As discussed above, Summit argues that the solicitation's requirement that an offeror's proposed IA manager "shall be appropriately certified upon contract award," RFP at 147, meant that the offeror was not required to demonstrate in its proposal that the proposed individual had the required certifications. Instead, the protester argues that an offeror could obtain the certifications "upon award," meaning there was no requirement to be certified "at any time prior to award." Protest at 3. The protester contends that its proposed IA manager met this requirement because it proposed an individual who could have been certified within 5-7 days. Protester's Comments at 1-2 (citing id., Tab 6, Internal Summit Email).

The Army argues that although the solicitation did not expressly require offerors to demonstrate that proposed IA managers were certified at the time of proposal submission, the RFP required offerors to address the proposed individual's accreditations, certifications, and pertinent experience to demonstrate that the offeror "proposed qualified and key personnel to ensure program efficiency and continuity." AR at 9-10 (citing RFP at 218). Because the protester's initial proposal included the resume of an individual who did not have the required certifications and did not appear to have pertinent experience, the agency requested that Summit address how its proposed IA manager would meet the solicitation's certification requirements for its proposed IA manager. Id. at 9 (citing AR, Tab 11b, Summit Evaluation Notice, at 1). As discussed above, however, the Army concluded that Summit's revised proposal did not provide any evidence that its proposed IA manager met the RFP's certification requirements, and also did not provide a "plan

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evaluation factor, and unacceptable overall, we need not address the protester's other challenges to the evaluation of its proposal.

or approach to meet[ing] the [certification] requirement,” for its proposed IA manager. AR, Tab 17, Technical Evaluation Roll-Up, at 3.

We conclude that the agency’s interpretation of the solicitation is reasonable. The RFP stated that the IA manager must be certified to perform the work “upon award,” and we conclude that the agency reasonably interpreted the solicitation to mean that an offeror was required to either state that its proposed IA manager had the required certifications, or demonstrate that the individual had the qualifications and experience “to ensure program efficiency and continuity” at the time of award, *i.e.*, “upon award.”⁴ RFP at 218. In addition to the plain language of the RFP, we think that the agency’s interpretation is further supported by the solicitation’s requirement that an offeror’s proposal address its proposed key personnel’s “certifications, accreditations and pertinent work experience related to this effort,” and the RFP’s statement that the agency would evaluate the acceptability of the proposed individual’s qualifications and experience. RFP at 218. To the extent the protester argues that the phrase “upon award” meant that the agency would not evaluate an offeror’s proposed IA manager’s certifications and experience, or that an offeror could meet the certification requirements for its IA manager at some time after award, we conclude that this interpretation is not consistent with the solicitation.⁵

Additionally, we conclude that the Army reasonably found that Summit’s proposal did not address the agency’s concerns during discussions regarding the ability of the protester’s proposed IA manager to meet the RFP certification requirements. As noted above, the solicitation required an offeror to address the certifications of its proposed IA manager, which supports the agency’s interpretation that offerors were required to propose individuals who were certified at the time of award, rather than capable of being certified at some time after award. *See* RFP at 218. During discussions, the agency requested that the protester address the certifications of its proposed IA manager, and asked the protester to address the following question: “What recent IA experience does your firm’s proposed IA Manager have that

⁴ Even if the RFP requirements regarding certifications for proposed key personnel were performance requirements that could be met after award, an agency may not accept at face value a proposal’s promise to meet a material requirement where there is significant countervailing evidence reasonably known to the agency evaluators that should create doubt whether the offeror will or can comply with that requirement. *See Sealift Inc.*, B-405705, Dec. 8, 2011, 2011 CPD ¶ 268 at 3; *Maritime Berthing, Inc.*, B-284123.3, Apr. 27, 2000, 2000 CPD ¶ 89 at 6.

⁵ To the extent that the protester argues that the term “upon award” means sometime after award, this raises, at best, a patent ambiguity that must have been challenged prior to the time for receipt of proposals. 4 C.F.R. § 21.2(a)(1); *U.S. Facilities, Inc.*, B-293029, B-293029.2, Jan. 16, 2004, 2004 CPD ¶ 17 at 10.

reduces Government risk in this area?" AR, Tab 11b, Summit Evaluation Notice, at 1.

Although the protester argues that the IA manager identified in its revised proposal could meet the certification requirements within 5-7 days, the protester's proposal did not include this information in its proposal. See Protester's Comments at 1-2 (citing id., Tab 6, Internal Summit Email). Further, the protester's revised proposal did not explain in what way its newly proposed IA manager addressed the agency's questions. In light of Summit's failure to address the Army's concerns, we think the agency reasonably concluded that the protester's proposal failed to demonstrate that it met the solicitation requirement to propose "qualified and key personnel to ensure program efficiency and continuity," RFP at 218, including an IA manager who was or would be certified "upon award." See CACI Techs., Inc., B-296946, Oct. 27, 2005, 2005 CPD ¶ 198 at 5 ("It is an offeror's responsibility to submit a well-written proposal, with adequately detailed information, which clearly demonstrates compliance with the solicitation requirements and allows for a meaningful review by the procuring agency.").

In sum, we find that the agency's evaluation of Summit's revised proposal was reasonable and consistent with the terms of the solicitation. Based upon this evaluation, the agency reasonably excluded the protester's revised proposal from the second competitive range.

The protest is denied.

Susan A. Poling
General Counsel